

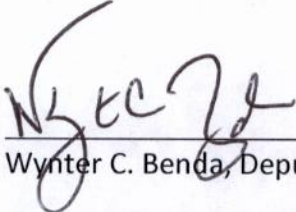


To the Honorable Council  
City of Norfolk, Virginia

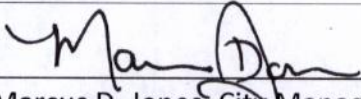
September 15, 2015

From: Darrell R. Crittendon, Director  
Recreation, Parks & Open Space

**Subject:** Lease Agreement between  
the Norfolk Redevelopment and  
Housing Authority and the City of  
Norfolk for the Wooden Boat Building  
Program

Reviewed:   
Wynter C. Benda, Deputy City Manager

**Ward/Superward:** 4/7

Approved:   
Marcus D. Jones, City Manager

**Item Number:**

**R-18**

I. **Recommendation:** Adopt Ordinance.

II. **Applicant:** Department of Recreation, Parks & Open Space

III. **Description:**

This agenda item is an ordinance approving a lease agreement with Norfolk Redevelopment and Housing Authority ("NRHA") for the use of certain property located at 910 Ballentine Boulevard, consisting of approximately 1,140 square feet, to be used in connection with the establishment of a wooden boat building program.

IV. **Analysis**

The City of Norfolk ("City"), through the Department of Recreation, Parks and Open Space ("RPOS"), has entered into a partnership with the not-for-profit Tidewater Boat Builders Workshop ("TBBW") to provide Norfolk youth a hands-on opportunity to experience the joy of building and operating wooden boats. RPOS is requesting to lease property from NRHA as part of this initiative. The lease will be in effect for a five-month period, commencing July 1, 2015 and expiring November 30, 2015 with the goal to have the TBBW establish a long-term lease agreement with NRHA.

A temporary right of entry has allowed the program to begin in the specific spaces that will be leased; space #152 and space #153B, which are 710 and 433 square feet respectively.

V. **Financial Impact**

NRHA will not charge the City for use of this space.

**VI. Environmental**

There are no known environmental issues related to the Lease Agreement.

**VII. Community Outreach/Notification**

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

**VIII. Board/Commission Action**

N/A


**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the City Attorney's Office.

Supporting Material from the City Attorney's Office:


- Ordinance
- Lease Agreement

Form and Correctness Approved: 

By   
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By   
DEPT. Recreation, Parks & Open Space

## ORDINANCE No.

AN ORDINANCE APPROVING THE LEASE OF CERTAIN PROPERTY LOCATED AT 910 BALLENTINE BOULEVARD FROM THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT ON BEHALF OF THE CITY.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the lease, by the City, of a portion of the property known as 910 Ballentine Boulevard, consisting of approximately 1,140 square feet, is hereby approved.

Section 2:- That the City Manager is authorized to negotiate and execute a Lease Agreement with Norfolk Redevelopment and Housing Authority, substantially in the same form and terms as shown in Exhibit A, satisfactory to the City Attorney, and consistent with this ordinance.

Section 3:- That this ordinance shall be in effect from and after its adoption.



**EXHIBIT A**

**AGREEMENT OF LEASE**

**THIS AGREEMENT OF LEASE** is entered into effective as of the 1st day of July, 2015, by and between **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, (the "Lessor") and **CITY OF NORFOLK**, (the "Lessee").

**WITNESSETH THAT:**

For and in consideration of the rental hereby reserved and the agreement hereinafter set forth, the Lessee doth rent and the Lessor doth let part of property known as a portion of 910 Ballentine Boulevard, as more particularly described on Exhibit A attached hereto and made a part hereof and more specifically described as spaces #152 and #153B, which are 710 and 433 square feet, respectively, (the "Premises") in the City of Norfolk, Virginia, upon the following terms and conditions:

1. The Premises are to be used in connection with the establishment of a wooden boat building program and for no other purpose, commencing on **July 1, 2015** and expiring on **November 30, 2015**. Either party hereto may terminate this lease at any time during the original term of the lease or any subsequent term thereof by giving to the other thirty (30) days written notice of its desire to terminate. But in default of such notice, this lease shall continue upon the same terms and conditions as are herein contained for a further period of one month, and so on from month to month, commencing on the first day of each month thereafter, until terminated by written notice as herein above provided. Upon such termination, all rights of possession herein granted to the Lessee shall terminate and Lessee agrees to vacate the said Premises without further notice.

2. Lessee is to pay rent in the amount of One Dollar (\$1.00) per month for the said Premises.

3. It is the intention of the Lessor to grant to the Lessee possession of the aforementioned Premises in their present condition and without involving any expense, guarantee, or other obligation on behalf of Lessor in connection with the Premises. The Lessee accepts the Premises as they are and agrees to maintain the Premises in reasonable repair.

4. Lessor reserves the right of entry upon the Premises for itself, its agents or assigns for the purpose of inspecting the Premises and Lessee agrees to permit Lessor or its agents to enter upon the Premises as long as such entry does not unduly interfere with Lessee's reasonable use of the Premises in conformance with this lease.

5. Lessee agrees to hold Lessor harmless from any damages to person or property which result from the Lessee's use or occupancy of the Premises.

6. Lessee represents that it has no right to possession of the Premises covered by this lease except as granted hereby and expressly terminates, revokes and annuls any and all other agreements or leases for occupancy of the Premises.

7. Lessee agrees not to remove any fixture, appurtenances or any other article deemed by the Lessor to be part of the real estate without prior written permission of the Lessor.

8. Lessee may, upon one month prior written notice to Lessor, vacate said Premises at any time, provided that Lessee is not in default of any condition or term of said lease.

IN TESTIMONY THEREOF, Lessor has caused these presents to be executed in its name and on its behalf and Lessee has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

[Signatures on Next Page]

**NORFOLK REDEVELOPMENT AND  
HOUSING AUTHORITY**

By: \_\_\_\_\_ [SEAL]

Name:

Title:

**CITY OF NORFOLK**

By: \_\_\_\_\_ [SEAL]

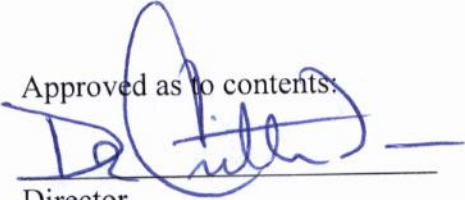
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

[SEAL]

Approved as to contents:

  
\_\_\_\_\_  
Director,  
Recreation Parks and Open Space

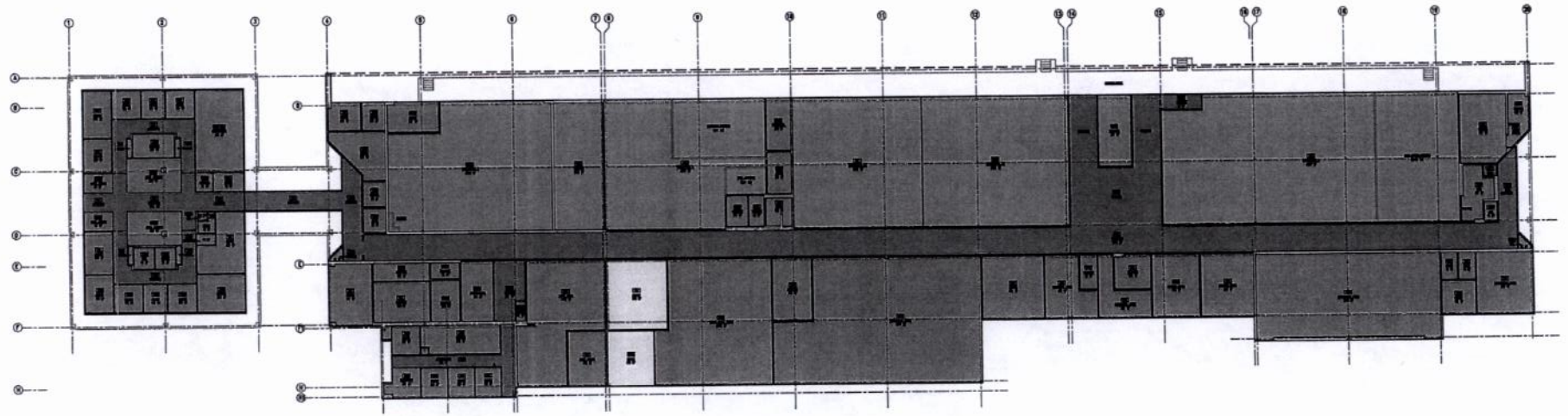
Approved as to form and correctness:

\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**

Premises

910 BALLENTINE BOULEVARD



CLUSTER PLAN

- KEY:
- OFFICE & ASSOCIATED SPACES
  - ▨ WAREHOUSE & ASSOCIATED SPACES
  - ▩ SHOPS & ASSOCIATED SPACES
  - ▧ SERVICE SPACES
  - ▦ CIRCULATION
  - PROPOSED LEASED SPACES FOR BOATBUILDING PROGRAM